

AG Contract No. KR97-0405TRN  
ADOT ECS File No. JPA 97-20  
Project: RAM 600-1-542/H4060 01C  
Section SR-101L Pima Freeway  
Shea Blvd. - McDonald Drive

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SCOTTSDALE

THIS AGREEMENT is entered into 29 July, 1997,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between  
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION  
(the "State") and the CITY OF SCOTTSDALE, acting by and through its MAYOR and CITY  
COUNCIL (the "City").

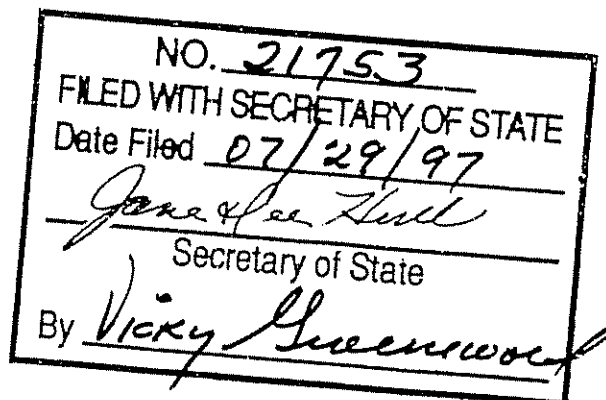
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the construction of SR-101L (Pima Freeway) between Shea Boulevard and McDonald Drive contemplated by the State, the City has requested the State construct a number of utility, architectural and safety or aesthetic improvements within the freeway corridor from Shea Boulevard to Salt River Pima-Maricopa Indian Community (SRPMIC) boundary, on behalf of the City, the items listed on, but not limited to, Exhibit A, attached hereto and made a part hereof, at an estimated construction cost of \$3,232,958.00, all at City expense, hereinafter referred to as the Project or Projects. Additional related items may be added to the Project list with the mutual agreement of the City and the State

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



## II. SCOPE

### 1. The State will:

- a. Call for bids and award one or more construction contracts to construct the Project(s). Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.
- b. Upon execution of this agreement, assist the City with establishing an interest bearing account with the State Treasurer's Local Government Investment Pool with an initial deposit of \$1,000,000.00, which shall be available to the State Transportation Department as required to pay monthly actual contractor payments of the Project(s). Interest on the account, if any, shall be to the benefit of the City. This deposit will cover the materials required to construct a number of utility, architectural and safety or aesthetic improvements to SR 101L (Pima Freeway) between Shea Boulevard and McDonald Drive on behalf of the City.
- c. Make no changes to the design of the City's requested portion of the Project(s), existing as of the date of this agreement, without the City's consent.
- d. Provide the City, on a monthly basis, a detailed accounting of expenditures for the Projects.
- e. Maintain in "as is" condition, 90th Street as a detour from SRPMIC Boundary on the south, to Desert Cove on the north, then west on Desert Cove to Pima Road. Provide necessary repairs to the detour roadway surface if any damage occurs as a result of the detour operation.
- f. Upon completion of the Project(s), submit to the City a detailed accounting and an invoice or reimbursement for the balance of the actual cost of the Project(s).
- g. Assist the City in implementing change orders to the Project(s) as deemed necessary by the City.

### 2. The City will:

- a. Upon execution of this agreement with the Secretary of State, establish an interest bearing account with the State Treasurer's Local Government Investment Pool with a deposit of \$1,000,000.00, which shall be available to the State Transportation Department as required to pay monthly actual contractor payments of the Project(s). Interest on the account, shall be to the benefit of the City.
- b. Each month, upon notice from the State, make deposits of additional funds in the above referenced account, equal to the previous month's expenditures for the Project(s), until the remaining Project items to be paid is equal to, or less than \$1,000,000.00.
- c. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Provide the State timely design submittals as well as separate estimates for each Project. Incorporate or resolve State review comments.
- d. Retain the right to cancel all or any portion of the Project(s) requested by the City, prior to the award of a construction contract. Retain the right to inspect and approve all work related to the City's Project(s).

e. Reimburse the State for the actual cost of construction of the Project(s), plus 10% of the cost of construction to compensate the State for its costs in managing and overseeing the Project(s).

f. Allow the State the use of 90th Street as a detour from SRPMIC boundary on the south to Desert Cove on the North, then west on Desert Cove to Pima Road.

g. Be responsible for any contractor claims for extra compensation due to delays or whatever reason, attributable to the City.

h. Upon completion and acceptance by the State on behalf of the parties hereto, provide maintenance to the non-structural elements of item 1, and maintenance to items 2 through 4 as listed on Exhibit A, including paint and/or stain, other than the two colors used on the valley freeways.

i. Reimburse the State for any agreed upon change order costs to the Project(s), plus 10% of the cost of construction, as listed on Exhibit A, to compensate the State for its costs in managing and overseeing the Project(s).

### III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the various Projects and reimbursements; provided, however, that this agreement, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party. Notwithstanding the preceding sentence, the City's obligations to maintain the Project(s) shall be perpetual as to any aesthetic enhancements to structural elements of the Pima Freeway and as respects, all other elements of the Project(s) shall endure until the element is removed or abandoned in place.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, MD 616E  
Phoenix, AZ 85007


City of Scottsdale  
City Manager  
3939 Civic Center Blvd.  
Scottsdale, AZ 85251

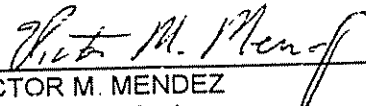
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF SCOTTSDALE

STATE OF ARIZONA  
Department of Transportation

By   
SAM KATHRYN CAMPANA  
Mayor

By   
VICTOR M. MENDEZ  
Deputy State Engineer

ATTEST

By   
SONIA ROBERTSON  
City Clerk

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EXHIBIT A -  
SUMMARY  
IGA ESTIMATE BACKUP  
(EXCLUDING FORCE MAIN)

Revised: 6/2/97

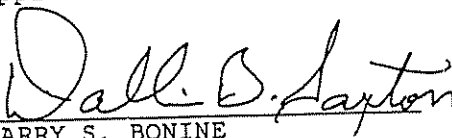
PIMA FREEWAY - SHEA BOULEVARD TO 90TH STREET				
DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF SCOTTSDALE IGA				
ITEM	COST ESTIMATE COS ITEMS	ESTIM CREDIT AMOUNT	IGA COST TO COS	DESCRIPTION
1. ARCHITECTURAL ENHANCEMENTS	\$2,531,718	\$510,323	\$2,021,395	The aesthetic treatment of walls, piers and other features, as requested by the City and prepared by Coe and Van Loo, Consultants for the City.
2. RECREATIONAL PATH LIGHTING	\$42,978	\$0	\$42,978	Lighting of the recreation path was requested by the City and conduit and pullboxes included in the contract plans.
3. UPGRADES TO EAST AND WEST SEWER LINES	\$1,219,035	\$919,590	\$299,445	The existing 15" and 21" sewer trunkline on the East side of the corridor was upgraded to 24" and 27", respectively, at the request of the City. An existing 12" Sewer line on the west side was upgraded to 24" and 30" at the request of the City.
4. VARIOUS WATERLINE UPGRADES AND IMPROVEMENTS	\$1,096,635	\$809,705	\$286,930	This item includes relocation of an existing water line and upgrade from 24" to 30", replacement of thrust blocks with pipe welding and joint restraints at Shea, Mountain View and Via Linda connection points, and an additional 24" water line at Shea Blvd.
5. RETAINING WALL INCREASES	\$28,000	\$0	\$28,000	To accommodate of COS sewer upgrades footing elevations for some retaining walls had to be lowered, resulting in higher walls and increased wall costs.
6. MOBILIZATION SHARE			\$260,305	A portion of the cost of Mobilization will be prorated based on the COS cost items 1 thru 5 above.
7. CONTINGENCY AND ENGINEERING COSTS			\$293,905	A portion of the Engineering will be attributable to the COS cost items 1 thru 6 above. Cost is 10% of subtotal of items 1 thru 6.
<b>TOTALS</b>	<b>\$4,918,366</b>	<b>\$2,239,618</b>	<b>\$3,232,958</b>	

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RESOLUTION

BE IT RESOLVED on this 20th day of February, 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, enter into an agreement with the City of Scottsdale to construct a number of safety and esthetic improvements on SR-101L.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

RESOLUTION NO. 4811

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, FOR THE PURPOSE OF CONSTRUCTING CERTAIN CITY WATER AND SEWER FACILITIES AND AESTHETIC ENHANCEMENTS COINCIDENT WITH CONSTRUCTION OF THE PIMA OUTER LOOP (101L) FROM THE 90TH STREET TRAFFIC INTERCHANGE (TI) THROUGH THE SHEA BOULEVARD TI.

WHEREAS, the Arizona Revised Statutes §11-951, et seq. provide that public agencies may enter into intergovernmental agreements for joint or cooperative action; and

WHEREAS, Article 1, Sec. 3-1 of the Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

WHEREAS, the Arizona Department of Transportation has programmed the construction of the Pima Freeway (101L); and

WHEREAS, the City of Scottsdale desires to upsize existing water and sewer facilities and construct a new sewer force main; and

WHEREAS, the City of Scottsdale desires to provide aesthetic enhancements to the Pima Freeway corridor;

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That Mayor Sam Kathryn Campana execute the attached intergovernmental agreement authorizing the City of Scottsdale to:

- A. Pay approximately \$614,375 to the State for upsizing and construction of certain necessary water and sewer facilities in the Pima Freeway corridor.
- B. Pay approximately \$2,064,373 to the State for aesthetic enhancements in the Pima Freeway corridor.
- C. Pay approximately \$554,210 to the State for mobilization and construction engineering services.

PASSED AND ADOPTED by the Council of Scottsdale, Maricopa County, Arizona this 30th day of June, 1997

ATTEST:

Sonia Robertson  
City Clerk

By: Sonia Robertson  
City Clerk

CITY OF SCOTTSDALE,  
a municipal corporation  
By: Sam Kathryn Campana  
Mayor

APPROVED AS TO FORM:

Fredda Bigman  
Fredda Bigman  
City Attorney

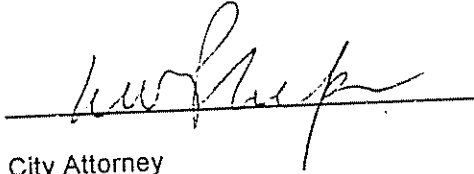
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APPROVAL OF THE CITY OF SCOTTSDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SCOTTSDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 6TH day of JUNE, 1997.

ASST. City Attorney

A handwritten signature in dark ink, appearing to read "L. W. [unclear]", is written over a horizontal line.





GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0405TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 18, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section